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8. Attorneys for Ryan Morgan and
9. Harlock Murray Underwriting Ltd., Plaintiffs

10. UNITED STATES DISTRICT COURT

11. NORTHERN DISTRICT OF CALIFORNIA AT EUREKA

12. RYAN MORGAN; HARLOCK MURRAY
13. UNDERWRITING LTD,

In Admiralty

Case No.

COMPLAINT

14. Plaintiffs,

15. v.

16. F/V CHIEF JOSEPH, her engines, tackle,
17. gear, appurtenances, etc. *in rem*; STEVEN
18. ZIDELL, *in personam*;

19. Defendants.

20. COME NOW, Plaintiff, RYAN MORGAN individually and as owner of the *F/V*
21. *LINDA*, and HARLOCK MURRAY UNDERWRITING LTD, by and through counsel,
22. and pursuant to 28 U.S.C. §1333, Fed. R.Civ.P 9(h), and the Supplemental Rules for
23. Certain Admiralty and Maritime Claims and Local Admiralty Rules, hereby sues the
24. Defendant, *F/V CHIEF JOSEPH, in rem*, and its owner and operator, STEVEN
25. ZIDELL, *in personam*, for damages, and allege upon information and belief:

26. COMPLAINT - 1
Case No.

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1.

2. **I. JURISDICTION**

3.

4. 1. This is an admiralty and/or maritime claim within the meaning of Rule
5. 9(h) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1333, and Pursuant to Rule
6. C of the Supplemental Rules for Certain Admiralty and Maritime Claims.

7. **II. DIVISION ASSIGNMENT**

8.

9. 2. This matter is properly before this Division of the United States District
10. Court for the Northern District of California pursuant to Civil L.R. 3-2(f) in this
11. admiralty and/or maritime claim involving a vessel collision in the navigable waters of
12. the United States, as Defendant STEVEN ZIDELL is a resident of Humboldt County, and
13. the *F/V LINDA* can be found in Humboldt County as well.

14. 3. Pursuant to Civil L.R. 3-2(g) and Civil L.R. 73, Plaintiffs hereby consent
15. to assignment of this matter to the full-time Magistrate Judge presiding in the Eureka
16. Division of this Court.

17. **III. GENERAL ALLEGATIONS**

18.

19. 4. At and during all times hereinafter mentioned, Plaintiff RYAN MORGAN
20. was a resident of Vancouver, WA, and was the owner of the *F/V LINDA* (Official No.
21. 253268), which was a commercial fishing vessel engaged in the commercial salmon
22. fishery.

23. 5. At and during all times hereinafter mentioned, Plaintiff HARLOCK
24. MURRAY UNDERWRITING LTD, is a Managing General Agent with a principal place
25. of business in Vancouver, Canada which issued a policy of insurance to Plaintiff RYAN
26. MORGAN for the *F/V LINDA*.

27. **COMPLAINT - 2**
28. Case No.

29. **HOLMES WEDDLE & BARCOTT, PC**
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1. 6. At and during all times hereinafter mentioned, Defendant *F/V CHIEF*
2. *JOSEPH* (Official No. 248229) was a 47.9 foot commercial fishing vessel.

3. 7. At and during all times hereinafter mentioned, Defendant STEVEN
4. ZIDELL was a resident of Samoa, CA, and was the owner of the *F/V CHIEF JOSEPH*.

5. 8. On or about July 28, 2021, during the morning hours, the *F/V*
6. *LINDA*, properly manned, equipped, supplied and in all respects seaworthy, was drifting
7. approximately 12 miles off the coast of Newport, OR.

8. 9. On or about July 28, 2021, the vessel *F/V CHIEF JOSEPH* was transiting
9. the waters approximately 12 miles off the coast of Newport, OR.

10. 10. At approximately 4:00 am on July 28, 2021, while the *F/V LINDA* was
11. drifting, it was struck by the *F/V CHIEF JOSEPH*. The collision caused substantial
12. damage to the *F/V LINDA*.

13. 11. The aforesaid collision and the resulting damage to *F/V LINDA* was not
14. caused or contributed by any fault, neglect, or want of care on the part of Plaintiff or *F/V*
15. *LINDA* or of the persons in charge of her, or of any person for whom Plaintiff were
16. responsible, but was caused solely by and due wholly to the fault, neglect, and want of
17. care of *F/V CHIEF JOSEPH* and those in charge of its navigation, operation and/or
18. management, who were the servants and/or employees of the *F/V CHIEF JOSEPH* or its
19. owner, STEVEN ZIDELL.

20. 12. The damages sustained by *F/V LINDA* as a result of the collision rendered
21. her a constructive total loss.

22. 13. Plaintiff HARLOCK MURRAY UNDERWRITING LTD paid
23. \$103,341.97 under its policy of insurance and pursues this as a subrogation action.

24. 14. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1).

25. 26. COMPLAINT - 3
Case No.

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1. 15. This Court has jurisdiction pursuant to the admiralty and maritime
2. jurisdiction of the United States pursuant to 28 U.S.C. § 1331 and § 1333.
3.

4. **IV. COUNT ONE: IN REM CLAIM**
5.

6. 16. Plaintiff reaffirms and realleges paragraphs 1 through 13 as if fully set out
7. herein and would further allege:
8.

9. 17. The *F/V CHIEF JOSEPH* and those in charge of her had a duty to the *F/V*
7. *LINDA* and her crew to operate their vessel safely and with due regard to all navigational
8. hazards, rules and regulations and statutes.
9.

10. 18. The *F/V CHIEF JOSEPH* breached its duty by numerous acts and
10. omissions including but not limited to:
11.

12. a. Colliding and making contact with the *F/V LINDA*.
13. b. Failure to maneuver properly in time to avoid collision between the
13. two vessels;
14. c. Failure to properly assess the risk of collision between the
15. two vessels by use of all available means under the circumstances,
16. d. The operator, crew, and/or persons in charge of the *F/V CHIEF*
17. *JOSEPH* were incompetent and/or were not attentive to their
18. duties;
19. e. Failing to implement and maintain proper operating policies and
20. procedures for the safe navigation of the vessel at sea;
21. f. Not maintaining a proper and alert lookout;
22. g. Failing to obey the navigation rules applicable to vessels passing;
23. h. Proceeding at a speed which was improper and excessive under the
24. existing conditions;
25.

1. i. Failing to proceed with caution and with due regard for the
2. existing circumstances and conditions;
3. j. Failing to timely reduce its speed when it knew or should have
4. known of the presence of other vessels, including *F/V LINDA*;
5. k. Failing to maneuver prudently when the risk of collision existed.
6. l. Failing to maintain proper lookout in the prevailing circumstances
7. and conditions so as to make a full appraisal of the situation and of
8. the risk of collision.
9. m. The operator, crew, and/or persons in charge of the *F/V CHIEF*
10. *JOSEPH* were acting in a manner that was willful, wanton, grossly
11. negligent, or unconscionable, and such conduct showed a callous
12. disregard for the rights of Plaintiff.
13. n. In other respects as will be learned through discovery and shown at
14. trial.

15. 19. As a result of the negligence of the persons in charge of the *F/V CHIEF*
16. *JOSEPH* and its unseaworthiness, as enumerated above, the collision occurred and the
17. Plaintiff was damaged.

18. 20. As a direct result of these acts and conditions, the *F/V LINDA* was
19. declared to be a constructive total loss.

20. **V. COUNT TWO: NEGLIGENCE AGAINST DEFENDANTS IN PERSONAM**

21. 21. Plaintiff reaffirms and realleges paragraphs 1 through 18 as if fully set out
22. herein and would further allege

1. 22. The *F/V CHIEF JOSEPH* and those in charge of her had a duty to the *F/V*
2. *LINDA* and her crew to operate their vessel safely and with due regard to all navigational
3. hazards, rules and regulations and statutes.

4. 23. The *F/V CHIEF JOSEPH* breached its duty by numerous acts and
5. omissions including but not limited to:

6. a. Colliding and making contact with the *F/V LINDA*.
7. b. Failure to maneuver properly in time to avoid collision between the
8. two vessels;
9. c. Failure to properly assess the risk of collision between the
10. two vessels by use of all available means under the circumstances,
11. d. The operator, crew, and/or persons in charge of the *F/V CHIEF*
12. *JOSEPH* were incompetent and/or were not attentive to their
13. duties;
14. e. Failing to implement and maintain proper operating policies and
15. procedures for the safe navigation of the vessel at sea;
16. f. Not maintaining a proper and alert lookout;
17. g. Failing to obey the navigation rules applicable to vessels passing;
18. h. Proceeding at a speed which was improper and excessive under the
19. existing conditions;
20. i. Failing to proceed with caution and with due regard for the
21. existing circumstances and conditions;
22. j. Failing to timely reduce its speed when it knew or should have
23. known of the presence of other vessels, including *F/V LINDA*;
24. k. Failing to maneuver prudently when the risk of collision existed.

1. 1. Failing to maintain proper lookout in the prevailing circumstances
2. and conditions so as to make a full appraisal of the situation and of
3. the risk of collision.
4. m. The operator, crew, and/or persons in charge of the *F/V CHIEF*
5. *JOSEPH* were acting in a manner that was willful, wanton, grossly
6. negligent, or unconscionable, and such conduct showed a callous
7. disregard for the rights of Plaintiff.
8. n. In other respects as will be learned through discovery and shown at
9. trial.

10. 24. As a result of the negligence of the persons in charge of the *F/V CHIEF*
11. *JOSEPH* and its unseaworthiness, as enumerated above, the collision occurred and the
12. Plaintiff was damaged.

13. 25. As a direct result of these acts and conditions, the *F/V LINDA* was
14. declared to be a constructive total loss.

15. **WHEREFORE**, Plaintiffs Pray:

16. 1. That process in due form of law according to the practices of this Court
17. may issue against defendant;
18. 2. That a decree may be entered in favor of Plaintiffs against Defendants for
19. the amount of Plaintiffs' damages of \$103,341.97, together with interest
20. and costs incurred;
21. 3. That a decree may be entered in favor of Plaintiffs against Defendants for
22. punitive damages based on Defendants' willful, wanton, grossly negligent,
23. or unconscionable conduct which showed a callous disregard for the rights
24. of Plaintiffs.

1. 4. Plaintiffs further prays for such other further and different relief as this
2. Court may deem just and proper in the premises.
3.

4. DATED this 23rd day of March, 2023.
5.

6. HOLMES WEDDLE & BARCOTT, P.C.
7. 
8. Michael A. Barcott, SBA 73681
9. Attorneys for Ryan Morgan and Harlock
Murray Underwriting Ltd, Plaintiffs
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COMPLAINT - 8
Case No.

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